

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CHURCH BROTHERS, LLC, a California
Limited Liability Company,

Plaintiff,

v.

THE ALPHAS COMPANY, INC., a
corporation; THE ALPHAS COMPANY
OF NEW YORK, INC, a corporation;
JOHN (YANNI) S. ALPHAS, an
individual; PETER S. ALPHAS, an
individual,

Defendants

05 10452 REK

CASE NO.

FILED
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DISTRICT OF MASSACHUSETTS

**DECLARATION OF NEIL J. MILBURN IN SUPPORT OF PLAINTIFF'S
EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER
OR, ALTERNATIVELY, FOR PRELIMINARY INJUNCTION;
EXHIBIT IN SUPPORT THEREOF**

I, NEIL J. MILBURN, declare as follows:

1. I currently am and during all times mentioned in this declaration have been a Salesperson for National Accounts for Plaintiff and moving party herein, CHURCH BROTHERS, LLC ("CB"). CB is a creditor of Defendant THE ALPHAS COMPANY, INC. ("TAC"), and its officers and directors JOHN (YANNI) S. ALPHAS ("JSA") and PETER S. ALPHAS ("PSA")(JSA and PSA are sometimes referred to as "the Individual Defendants")(TAC, JSA, and PSA are sometimes referred to collectively as "Defendants").

2. Plaintiff is a beneficiary of Defendants under the trust provisions of the Perishable Agricultural Commodities Act ("PACA") [7 U.S.C. §499e et seq.] and the full balance due to Plaintiff from Defendants qualifies for PACA trust protection.

3. I make this declaration in support of Plaintiff's Application for Temporary Restraining Order or, alternatively, for a Preliminary Injunction against Defendants to prevent Defendants' further dissipation of PACA trust assets and to compel immediate turnover of all such trust assets rightfully belonging to CB.

4. I am personally familiar with all matters that are the subject of this declaration and the facts set forth in this declaration are within my personal knowledge. If called upon as a witness, I would and could competently testify to all facts stated herein. As to those matters set forth on information and belief, I believe them to be true.

5. As Salesperson for National Accounts for CB, my responsibilities include conducting and monitoring sales of perishable agricultural commodities, including those sales to Defendants that are the subject of this dispute, and supervising collection of its accounts receivable for such sales. I have custody and control of CB's sales and accounts receivable records as they relate to Defendants and I am thoroughly familiar with the manner in which those records are compiled. Gina Tegenkamp is a Sales Assistant for CB, and she also handles collection of CB's accounts receivable, such as Defendants' account which is at issue in this lawsuit.

6. The sales and accounts receivable records, including invoices and billing statements, are made in the ordinary course of business and are made at or near the time of the occurrence of the event of which they are a record. These sales records are made either by me or under my direction and supervision by CB's employees whose duty it is to make such documents.

7. Plaintiff operates as a buyer and seller of perishable agricultural commodities. Defendants operate as buyers and sellers of perishable agricultural commodities. In that capacity, Defendants have purchased perishable agricultural

commodities from Plaintiff as well as from other produce suppliers for resale on the East Coast.

8. Plaintiff has been doing business with Defendants since November of 2004. The unpaid invoices that are the subject of this lawsuit are for sales transactions that occurred between on or about November 5, 2004 and December 18, 2004. In a series of transactions during those dates, CB sold and shipped perishable agricultural commodities to Defendants at Defendant JSA's request, for agreed-upon selling prices cumulatively totaling \$76,150.20, consisting of \$67,161.90 owed by the Defendants' Massachusetts branch and \$8,988.30 owed by the Defendants' New York branch.

9. An invoice for each shipment was prepared and faxed to Defendants on or about the day of each transaction. True and correct copies of CB's invoices confirming these sales are appended hereto and incorporated herein by reference as **Group Exhibit 1**.

10. A true and correct copy of CB's aged statement of account summarizing all outstanding invoices that are part of Group Exhibit 1 is appended hereto and incorporated herein by this reference as **Exhibit 2**.

11. Payment terms for Plaintiff's sales of produce to Defendants are 10 days from the invoice date. These 10-day payment terms are set forth on each invoice. *See again*, Group Exhibit 1. All invoices currently are delinquent, many by as much as three months or more.

12. The produce sold by CB to Defendants traveled in and in contemplation of interstate and/or foreign commerce between California, Massachusetts, and New York, among other states.

13. As the Salesperson in charge of Defendants' account, it is my duty to review and post any authorized price adjustment and payments or other credits in connection with the sales that are the subject of this dispute. As of the date of this Declaration, all price adjustments that have been either requested or authorized in

connection with Defendants' accounts have been made and are reflected on CB's aged account statement, Exhibit 2. If any other price adjustments had been authorized, I would have made accounting entries on the aging report to reflect those adjustments. Likewise, no payments have been made on any of the outstanding invoices reflected in Group Exhibit 1 except as reflected on the aging report. Therefore, the cumulative balance due for all amounts reflected on those invoices and the aging report is correct.

14. While Defendants requested numerous adjustments, I informed Defendants, by multiple conversations with Defendant JSA, that we would only authorize adjustments if they were supported by valid U.S.D.A. inspections demonstrating that the shipment failed to make grade in accordance with rules and regulation under the PACA. Requested adjustments that were properly supported and allowed are reflected on the invoices attached hereto as Group Exhibit 1. Consequently, the cumulative balance due for all amounts reflected on those invoices and the aging report is correct.

15. Because Defendants failed to timely pay for the produce that is the subject of this lawsuit, beginning in or about December 2004, I, along with Gina Tegenkamp, a Sales Assistant for CB, began placing regular telephone calls to Defendants to discuss the status of payment. *See also* Declaration of Gina Tegenkamp filed simultaneously herewith. In all of my telephone conversations, I spoke with Defendant JSA, as this was the person who always ordered produce from me. In my conversations with Defendant JSA, I would always ask when payment would be made for the produce that Defendants had purchased from Plaintiff.

16. In response, JSA typically apologized for the delinquent payment and told me that TAC was dealing with some issues such as an "embezzlement in the New York office" that was negatively affecting TAC's financial situation. Although JSA assured me that the Massachusetts branch of TAC was "okay," he said that the New York bank of TAC was "struggling."

17. In the most recent conversation I had with JSA, which occurred approximately three weeks ago, when I asked where payment was, JSA said that the Massachusetts branch of TAC was in the process of selling some docks and thus he would have some extra money soon. However, CB has not received any recent payments, and the currently amount past due and immediately payable totals \$76,150.20. In none of my conversations did JSA dispute that Defendants owed the money to CB.

18. Because Defendants have (a) admitted that it owes the debt; (b) admitted that TAC's New York branch was having financial difficulties; (c) admitted that TAC's Massachusetts branch was selling assets to raise money; and (d) entirely failed to remit even partial payments to reduce the debt, there is no doubt in my mind that Defendants have dissipated the PACA trust assets under its control. Absent immediate intervention from this Court, I believe those trust assets, which rightfully belong to Plaintiff, will continue to dissipate beyond Plaintiff's reach.

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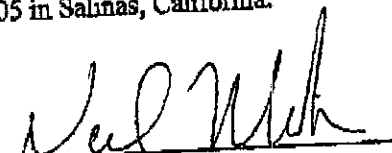
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Mar. 1. 2005 10:59AM

19. For the reasons set forth above, I further believe that unless this Court issues the TRO requested, it is highly probable that the PACA trust assets will be further dissipated and/or forever transferred beyond CB's reach before the motion is heard. If that happens, I believe that CB's chances of recovering its PACA trust assets will be remote at best. For these reasons, I respectfully urge this court to issue the requested relief.

I declare under penalty of perjury under the laws of the States of California and Massachusetts and the United States of America that the foregoing is true and correct.

Executed this 1 day of March 2005 in Salinas, California.


NEIL J. MILBURN

Church Brothers, LLC
 P.O. Box 509
 Salinas CA 93902-0509
 USA



INVOICE

Invoice #: 102550
 Invoice: Dec 18, 2004
 Ship: Dec 18, 2004
 Pay Terms: Net 10

Sold To: Alphas Company Inc.
 51-52 & 87-88 New England Produce Center
 Chelsea MA 02150

Ship To: Alphas Company Inc.
 51-52 & 87-88 New England Produce Center
 Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: T P H
Order: Dec 15, 2004	Via:	Trailer lic: 4EL5435 St: CA
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Romaine Hearts 12X3 Reg True Leaf	189	ctn	15.60	2,948.40
Lettuce Liner 24 Reg Church Brothers	320	ctn	4.10	1,312.00
Lettuce Wrap 24 Reg Church Brothers	600	ctn	5.10	3,060.00
RYAN 10 Temperature Recorder	1		23.50	23.50
INVOICE TOTAL:	1109			7,343.90

EXHIBIT 1

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other commodities, until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 102648
Invoice: Dec 18, 2004
Ship: Dec 18, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: T P H
Order: Dec 17, 2004	Via:	Trailer lic: LOCAL
Cust PO:	Currency: USD	St: CA
		Broker:

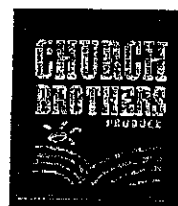
Description	Quantity	UOM	Price	Amount
Lettuce Wrap 24 Reg Church Brothers	400	ctn	5.60	2,240.00
Green Leaf Liner 24 Reg Church Brothers	168	ctn	18.60	3,124.80
Red Leaf Liner 24 Reg Church Brothers	84	ctn	11.60	974.40
Romaine Liner 24 Reg Church Brothers	140	ctn	8.10	1,134.00
RYAN 10 Temperature Recorder	1		23.50	23.50
INVOICE TOTAL:	792			7,496.70

Driver request recorder X

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Church Brothers, LLC
 P.O. Box 509
 Salinas CA 93902-0509
 USA



INVOICE

Invoice #: 102704
 Invoice: Dec 18, 2004
 Ship: Dec 18, 2004
 Pay Terms: Net 10

Sold To: Alphas Company Inc.
 51-52 & 87-88 New England Produce Center
 Chelsea MA 02150

Ship To: Alphas Company Inc.
 51-52 & 87-88 New England Produce Center
 Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: TPH
Order: Dec 18, 2004	Via:	Trailer lic: 4PD6817 CA St: CA
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Broccoli Crowns Asn 1cl BG Reg Jin Ye	245	ctn	11.60	2,842.00
Grn Onion MEX Bunched 48 MED Reg Church Brothers	84	ctn	11.60	974.40
Broccoli Crowns Domestic Reg Church Brothers	919	ctn	9.10	8,362.90
INVOICE TOTAL:	1248			12,179.30

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 102250
Invoice: Dec 15, 2004
Ship: Dec 15, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: VALLEY TRUCKING
Order:	Via: Truck	Trailer lic: 4EG1765 St: CA
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Lettuce Liner 24 Reg Church Brothers	213	ctn	4.75	1,011.75
Lettuce Wrap 24 Reg Church Brothers	510	ctn	5.60	2,856.00
Lettuce Liner 24 Reg Church Brothers	297	ctn	4.75	1,410.75
RYAN 10 Temperature Recorder	<u>1</u>		23.50	<u>23.50</u>
INVOICE TOTAL:	1020			5,302.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 102404
Invoice: Dec 14, 2004
Ship: Dec 14, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: DUMAU	St: CA
Order:	Via:	Trailer lic: D24142	
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
Naked 24 True Leaf Reg True Leaf	34	ctn	9.10	309.40
Red Leaf Liner 24 Reg Church Brothers	210	ctn	6.10	1,281.00
Spring Mix PP 3# Reg Paige's Pride	420	ctn	5.00	2,100.00
Romaine Hearts 12X3 Reg True Leaf	63	ctn	10.10	636.30
Broccoli Crowns Domestic Reg Church Brothers	576	ctn	7.10	4,089.60
Green Leaf Liner 24 Reg Church Brothers	252	ctn	9.10	2,293.20
TEMPTAIL Temperature Recoder	1		23.50	23.50
INVOICE TOTAL:	1555			10,733.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other commodities are proceeds from the sale of these commodities until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 102172
Invoice: Dec 10, 2004
Ship: Dec 10, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB

Salesperson: Neil Milburn

Carrier: SPAK

Order:

Via:

Trailer lic: 4BS9709

St:

Cust PO:

Currency: USD

Broker:

Description	Quantity	UOM	Price	Amount
Red Leaf Liner 24 Reg Church Brothers	84	ctn	14.10	1,184.40
Green Leaf Liner 24 Reg Church Brothers	168	ctn	28.10	4,720.80
Romaine Liner 24 Reg Church Brothers	210	ctn	12.10	2,541.00
Lettuce Liner 24 Reg Church Brothers	320	ctn	10.60	3,392.00
Lettuce Wrap 24 Reg Church Brothers	320	ctn	11.60	3,712.00
RYAN 10 Temperature Recorder	1		23.50	23.50
INVOICE TOTAL:	1102			15,573.70

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other commodities and from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 101435
Invoice: Dec 04, 2004
Ship: Dec 04, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: VTL #111	St: CA
Order: Nov 26, 2004	Via:	Trailer lic: 4FJ1111	
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
Lettuce Liner 24 Reg Church Brothers	520	ctn	9.60	4,992.00
Lettuce Wrap 24 Reg Church Brothers	520	ctn	10.60	5,512.00
Rejection / Quality Adjustment			-8,944.00	-8,944.00
RYAN 10 Temperature Recorder	1		23.50	23.50
INVOICE TOTAL:	1040			1,583.50

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other commodities, until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 101338
Invoice: Dec 03, 2004
Ship: Dec 03, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: JAIMES	
Order:	Via:	Trailer lic: T679245	St: TN
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
Lettuce Liner 24 Reg Church Brothers	360	ctn	8.10	2,916.00
Lettuce Wrap 24 Reg Church Brothers	360	ctn	9.10	3,276.00
Spring Mix PP 2X1.5# Reg New Millenium	280	ctn	5.00	1,400.00
Baby Spinach PP 4# Reg True Leaf	140	ctn	6.00	840.00
Romaine Naked 24 Reg True Leaf	270	ctn	15.25	4,117.50
Broccoli Bunch 14 Reg	48	ctn	8.50	408.00
RYAN 10 Temperature Recorder	1		23.50	23.50
INVOICE TOTAL:	1458			12,981.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 101202
Invoice: Nov 26, 2004
Ship: Nov 26, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: TRANSPORT
Order: Nov 22, 2004	Via:	Trailer lic: 4FA8887 St: CA
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Lettuce Liner 24 Reg Church Brothers	701	ctn	6.10	4,276.10
Broccoli Bunch 14 Reg	336	ctn	6.50	2,184.00
Rejection / Quality Adjustment			-2,184.00	-2,184.00
Rejection / Quality Adjustment			-1,402.00	-1,402.00
INVOICE TOTAL:	1037			2,874.10

USE BROCCOLI AS FILL ITEM

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499a(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 101201
Invoice: Nov 23, 2004
Ship: Nov 23, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB
Order: Nov 22, 2004
Cust PO:

Salesperson: Neil Milburn
Via:
Currency: USD

Carrier: ALFA
Trailer lic: A9565N
Broker:
St:

Description	Quantity	UOM	Price	Amount
Lettuce Wrap 24 Reg Church Brothers	960	ctn	4.10	3,936.00
INVOICE TOTAL:	960			3,936.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other commodities derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 101065
Invoice: Nov 19, 2004
Ship: Nov 19, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: SPARK #206
Order:	Via:	Trailer lic: 4B59711 CA St: CA
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Lettuce Liner 24 Reg Church Brothers	360	ctn	5.10	1,836.00
Lettuce Wrap 24 Reg Church Brothers	760	ctn	6.10	4,636.00
RYAN 10 Temperature Recorder	1		23.50	23.50
INVOICE TOTAL:	1120			6,495.50

Please return a copy of this invoice with your remittance - Thank You

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Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 100642
Invoice: Nov 16, 2004
Ship: Nov 16, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: VALLEY TRK. LINE #112
Order:	Via: Truck	Trailer lic: 4EZ385 St: CA
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Lettuce Wrap 24 Reg Church Brothers	640	ctn	10.10	6,464.00
Lettuce Liner 24 Reg Church Brothers	400	ctn	9.10	3,640.00
INVOICE TOTAL:	1040			10,104.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 100330
Invoice: Nov 05, 2004
Ship: Nov 05, 2004
Pay Terms: Net 10

Sold To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Ship To: Alphas Company Inc.
51-52 & 87-88 New England Produce Center
Chelsea MA 02150

Page 1 of 1

Sale Terms: FOB	Salesperson: Kathy Carnazzo	Carrier: TJK	
Order: Nov 03, 2004	Via: Truck	Trailer lic: 4EX7670	St: CA
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
Broccoli Bunch 14 Reg	336	ctn	7.00	2,352.00
Green Leaf 2X5# TrueLeaf Singles Reg TrueLeaf Singles	2	ctn		.00
Romaine 2X5# TrueLeaf Singles Reg TrueLeaf Singles	2	ctn		.00
INVOICE TOTAL:	340			2,352.00

Please return a copy of this invoice with your remittance - Thank You

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Church Brothers, LLC
P.O Box 509
Salinas CA 93902-0509
USA



INVOICE

Invoice #: 102088
Invoice: Dec 10, 2004
Ship: Dec 10, 2004
Pay Terms: Net 10

Sold To: Alphas Company of New York
223 to 225 Row B Hunts Point Terminal Mkt.,Bro
New York NY 10474

Ship To: Alphas Company of New York
223 to 225 Row B Hunts Point Terminal Mkt.,Bro
New York NY 10474

Page 1 of 1

Sale Terms: FOB	Salesperson: Neil Milburn	Carrier: TDH	
Order:	Via:	Trailer lic: 4ER9774	St:
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
Romaine Liner 24 Reg Church Brothers	140	ctn	12.60	1,764.00
Green Leaf Liner 24 Reg Church Brothers	84	ctn	24.10	2,024.40
Red Leaf Liner 24 Reg Church Brothers	84	ctn	12.10	1,016.40
Lettuce Wrap 24 Reg Church Brothers	560	ctn	7.00	3,920.00
Lettuce Liner 24 Reg Church Brothers	240	ctn	1.00	240.00
RYAN 10 Temperature Recorder	1		23.50	23.50
INVOICE TOTAL:	1108			8,988.30

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Sales Orders, Outstanding and Paid Invoices

Church Brothers, LLC

Invoice	Ship Date	PO Ref	Amount	Receipts	Balance	0 - 7	8 - 14	15 - 21	22 - 28	Later	Credits
Alphas Company Inc. USD				Credit Limit:	.00						
102550	Dec 18, 2004		7,343.90	.00	7,343.90	.00	.00	.00	.00	7,343.90	.00
102648	Dec 18, 2004		7,496.70	.00	7,496.70	.00	.00	.00	.00	7,496.70	.00
102704	Dec 18, 2004		12,179.30	.00	12,179.30	.00	.00	.00	.00	12,179.30	.00
102250	Dec 15, 2004		5,302.00	.00	5,302.00	.00	.00	.00	.00	5,302.00	.00
102404	Dec 14, 2004		10,733.00	.00	10,733.00	.00	.00	.00	.00	10,733.00	.00
102172	Dec 10, 2004		15,573.70	4,447.70	11,126.00	.00	.00	.00	.00	11,126.00	.00
101435	Dec 04, 2004		1,583.50	1,583.50	.00	.00	.00	.00	.00	.00	.00
101338	Dec 03, 2004		12,981.00	.00	12,981.00	.00	.00	.00	.00	12,981.00	.00
101202	Nov 26, 2004		2,874.10	2,874.10	.00	.00	.00	.00	.00	.00	.00
101201	Nov 23, 2004		3,936.00	3,936.00	.00	.00	.00	.00	.00	.00	.00
101065	Nov 19, 2004		6,495.50	6,495.50	.00	.00	.00	.00	.00	.00	.00
100642	Nov 16, 2004		10,104.00	10,104.00	.00	.00	.00	.00	.00	.00	.00
100330	Nov 05, 2004		2,352.00	2,352.00	.00	.00	.00	.00	.00	.00	.00
Total:			98,954.70	31,792.80	67,161.90	.00	.00	.00	.00	67,161.90	.00
Alphas Company of New York USD				Credit Limit:	.00						
102088	Dec 10, 2004		8,988.30	.00	8,988.30	.00	.00	.00	.00	8,988.30	.00
101307	Nov 30, 2004		8,136.40	8,136.40	.00	.00	.00	.00	.00	.00	.00
101308	Nov 26, 2004	8697	3,247.50	3,247.50	.00	.00	.00	.00	.00	.00	.00
100970	Nov 16, 2004		3,128.45	3,128.45	.00	.00	.00	.00	.00	.00	.00
100444	Nov 05, 2004		2,421.00	2,421.00	.00	.00	.00	.00	.00	.00	.00
Total:			25,921.65	16,933.35	8,988.30	.00	.00	.00	.00	8,988.30	.00
Grand Total:			124,876.35	48,726.15	76,150.20	.00	.00	.00	.00	76,150.20	.00

EXHIBIT 2